

City of Alma Rental Program Policy
City Commission Approved
11/14/2017

Scope

To ensure a safe, healthy, robust and sustainable selection of rental dwellings within the municipality. This is to be achieved through frequent inspections which hold property owners accountable for maintaining dwellings which meet a minimum standard of health and safety for tenants.

Schedule of Annual Fees

Single Family Dwelling (includes up to two rooming units) \$40.00

Two Family Dwelling \$48.00

Multiple Family Dwelling First unit \$40.00 (3 units or more)
each additional unit up to and including 15 units \$8.00 each
Plus each additional unit thereafter \$1.00 each

Boarding/Rooming Houses First unit \$40.00

Plus each rented space \$2.00 each

Bed & Breakfast First unit \$40.00 Plus each rented space \$2.00 each

Follow-Up Inspections charged for each Follow-Up inspection commencing with the second
Follow-Up Inspection \$35.00

Policy and Procedure

Registration and the Assessment of Fees

The Owner of a Rental Dwelling located within the municipality shall be responsible for the submission of a Rental License Application including the applicable Rental License Fee prior to allowing an Occupant to inhabit a Rental Dwelling.

No Owner of a Rental Dwelling may operate a Rental Dwelling without first obtaining a valid, unrevoked Rental License.

During the month of January of each calendar year an invoice shall be sent to Owners of Rental Dwellings including Rental License Fees for each Rental Dwelling operated by the Owner. Rental License Fees are outlined above.

Adopted Rental Housing Standard

The adopted Rental Housing Standard shall be the Section 8 Housing Quality Standards Master Book: March 1993 (rev April 1, 2008) published by Nan McKay and Associates, Inc. The adopted Rental Housing Standard may be modified or changed the City Manager or their designee.

Notification of Rental Inspection

Rental Dwellings within the municipality shall be divided into four distinct geographic zones. Rental Dwellings located North of Superior Street and West of Pine Avenue shall be designated as "Zone A". Rental Dwellings located North of Superior Street and East of Pine Avenue shall be designated as "Zone B". Rental Dwellings located South of Superior Street and West of Grafton Avenue shall be designated as "Zone C". Rental Dwellings located South of Superior Street and East of Grafton Avenue shall be designated as "Zone D". (see map provided below)

During the month of January of each calendar year, the Rental Inspector shall provide the Owners of Rental Dwellings notification of required rental inspections for each rental dwelling located within Zone A. It is the responsibility of the Owner to contact the Rental Inspector for the purposes of scheduling a rental inspection appointment prior to April 1 of the current calendar year.

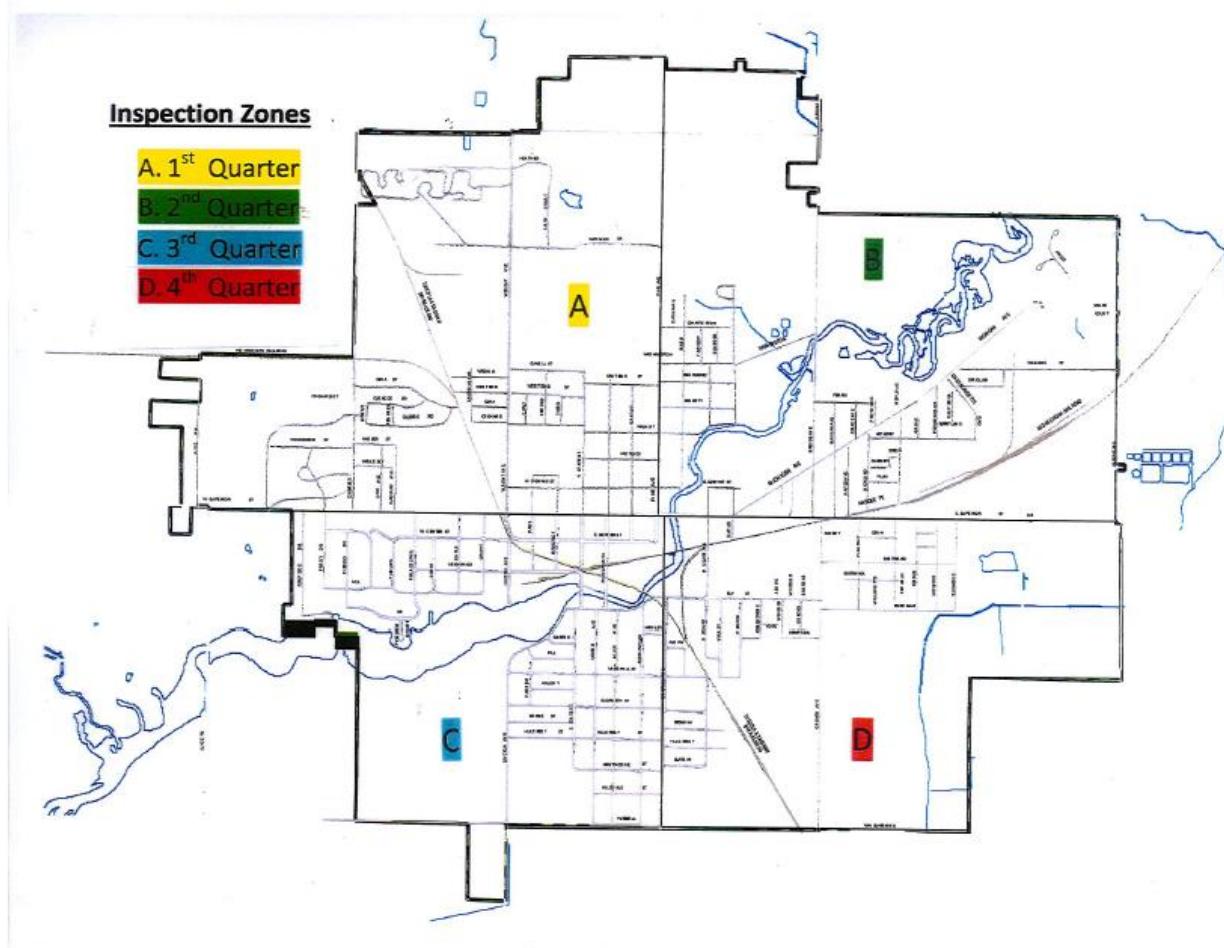
During the month of April of each calendar year, the Rental Inspector shall provide the Owners of Rental Dwellings notification of required rental inspections for each rental dwelling located within Zone B. It is the responsibility of the Owner to contact the Rental Inspector for the purposes of scheduling a rental inspection appointment prior to July 1 of the current calendar year.

During the month of July of each calendar year, the Rental Inspector shall provide the Owners of Rental Dwellings notification of required rental inspections for each rental dwelling located within Zone C. It is the responsibility of the Owner to contact the Rental Inspector for the

purposes of scheduling a rental inspection appointment prior to October 1 of the current calendar year.

During the month of October of each calendar year, the Rental Inspector shall provide the Owners of Rental Dwellings notification of required rental inspections for each rental dwelling located within Zone D. It is the responsibility of the Owner to contact the Rental Inspector for the purposes of scheduling a rental inspection appointment prior to January 1 of the next calendar year.

The frequency of required rental inspections shall be determined by the City Commission. City ordinance currently requires annual inspections of all rental dwellings.



Process of Inspection

The Rental Inspector shall be accompanied by the Owner or their designee during a rental inspection appointment. The Rental Inspector shall be granted access to all areas of a dwelling accessible by the Occupant. Additionally, the Rental Inspector shall be granted access to areas of the dwelling containing electrical, mechanical and utility areas of the dwelling such as HVAC, water heater, electrical panel, etc.

The Rental Inspector shall assess the Rental Dwelling against the Rental Inspection Standard and note any deficiencies found in the Dwelling. The Rental Inspector shall provide the Owner and the Occupant with a rental inspection report noting any required corrections found during the rental inspection process within a reasonable period after the conclusion of the inspection.

The Owner shall be responsible for making assessed repairs and corrections by the Rental Inspector within the time allowed communicated by the inspector. After the conclusion of repairs and corrections, it is the Owner's responsibility to contact the Rental Inspector and schedule a Follow-Up Rental Inspection to verify that the changes have been made properly. Should a required correction remain at the time of the Follow-Up Inspection, another reasonable period will be given for completion, an additional Follow-Up inspection must be scheduled and a Follow-Up Inspection Fee will be assessed as outlined above.

If at the completion of inspection, no required deficiencies are noted or all required corrections have been completed, the Rental Inspector shall complete an inspection report indicating that the Rental Dwelling has passed rental inspection for the current calendar year.

Access to Dwellings

For conducting an annual inspection, the property owner will be notified of a pending inspection via a written inspection request mailed to the address on file. In cases of noncompliance, the tenant will be notified and the tenant may then allow access to the dwelling for inspection purposes.

If after a second attempt is made to request an inspection and the owner has not responded by scheduling an inspection, the owner will be notified that an Affidavit for Search Warrant will be sought from the court if arrangements have not been made within seven days of the final inspection request. A similar notice shall be sent to the occupants of the rental dwelling. A notice of inspection will be posted on the exterior of the dwelling 24 hours prior to executing the warrant notifying the tenant of the day of the warranted inspection. The property owner shall be required to make any corrections requested from the inspection regardless of the method of access.

All areas of a dwelling accessible to tenant or containing utilities will be inspected during an annual inspection regardless of the method used for access.

Missed Inspection Appointments

Owners, tenants or their representatives are responsible for arriving at the arranged inspection appointment on time. If an owner, tenant or representative is not present at the start of an inspection appointment, the Inspector shall remain in attendance for 15 minutes before leaving the property. Property owners shall be charged a \$35 Inspection Fee for all missed appointments. Cancellation of appointments shall be made no later than 24 hours before the scheduled time of the appointment.

Issuance of Rental Permit

A Rental Permit shall be issued for a Rental Dwelling provided the Dwelling has passed the rental inspection process and all Rental License Fees for the property have been paid in full. The paper license shall be mailed to the Owner at the address listed on their Rental Permit Application via First Class Mail.

A Rental Permit shall remain valid until the commencement of the next requested rental inspection unless the permit is revoked by the Rental Inspector.

Revocation of Rental Permit

The Rental Inspector may revoke a current rental permit should the Owner of a Rental Dwelling not comply with the Rental Program Policy outlined in this document.

The Rental Inspector may re-instate a revoked Rental Permit after the Owner of Rental Dwelling complies with the Rental Program Policy.

Removal from the Rental Program

A property may be removed from the Rental Program at the Owner's request should the property remain vacant or ownership is transferred to the Occupant or another party and the corresponding supporting documentation has been submitted to the Rental Inspector for review.

A property that has been removed from the Rental Program may not return to the rental program under the same owner which requested its removal.

Conversion of Rental Dwelling Classification

A Multi-Family or Two-Family Rental Dwelling may not be converted into a Single-Family Dwelling unless the utility meters connected to the dwelling are combined into a single meter layout and interior egress is provided from one unit to another.

A Single-Family Dwelling may not be converted into a Multi-Family or Two-Family Dwelling unless interior egress is not possible between the Dwelling Units.

Definitions

Bed and Breakfast: A Dwelling in which transient Occupants are provided a Sleeping Unit and/or board in return for payment.

Board: to take one's meals, or be supplied with food and lodging at a fixed price.

Boarding/Rooming House: A Dwelling in which non-transient Occupants are provided a Sleeping Unit and/or board in return for payment.

Dwelling: any building which is wholly or partly used or intended to be used for living or sleeping by human occupants; provided that temporary housing shall be regarded as a dwelling.

Family: a group of biologically related or legally adopted persons inhabiting a Dwelling. Also, a group of up to four unrelated persons inhabiting a Dwelling.

Follow-Up Rental Inspection: an inspection of a Rental Dwelling performed by the Rental Inspector which ensures that requested repairs and corrections made during a previous Rental Inspection have been satisfactorily completed.

Follow-Up Rental Inspection Fee: a fee assessed to the Owner of a Rental Dwelling for each necessary Follow-Up Rental Inspection after the first Follow-Up Rental Inspection.

Multiple Family Dwelling: A Dwelling inhabited by greater than two families with separated living spaces. Commonly known as a multiplex or apartment complex.

Owner: the individual named on the deed of a dwelling.

Occupant: an individual who inhabits a dwelling on a day to day basis.

Rent: Monetary compensation provided by an Occupant to an Owner in exchange for occupation of a Dwelling.

Rental Dwelling: a dwelling in which the occupant and the owner are different individuals regardless of whether Rent is exchanged.

Rental Housing Standard: a codified standard adopted by City Commission which outlines the minimum health and safety standards required of all Rental Dwellings within the municipality.

Rental Inspection: the process in which the Rental Inspector examines a Rental Dwelling to ensure that it meets all criteria outlined in the adopted Rental Housing Standard.

Rental Inspector: the City Building Official, Code Enforcement Official or their designee.

Rental License: a certification granted each year that indicates a Rental Dwelling has been deemed to meet the Rental Housing Standard by the Rental Inspector.

Rental License Application: a registration form provided by the municipality for the purposes of identifying and registering Rental Dwellings within the municipality.

Rental License Fee: A service fee assessed annually to the Owner of every Rental Dwelling within the municipality.

Single Family Dwelling: A Dwelling inhabited by one family.

Sleeping Unit: a room in which an Occupant of a Dwelling regularly sleeps.

Two Family Dwelling: A Dwelling inhabited by two families with separated living spaces. Commonly known as a duplex.